

Allegany County, Maryland



Spatial Data License Agreement

This License Agreement is made by Allegany County and the purchaser of the Spatial Data identifies in the License Agreement hereinafter called the "Licensee".

Under State Government Article Section 10-901 of the Annotated Code of Maryland, Allegany County may reproduce and distribute Spatial Data and charge fees for its products and services.

In consideration of the mutual conditions in this License Agreement, Allegany County and the Licensee agree as follows:

Allegany County grants the Licensee limited rights to use Allegany County's Spatial Data. All rights not granted in the License Agreement are reserved to Allegany County.

1. Authorized Users. Unless modifications have been made the Spatial Data is to be used by the Licensee only.
2. Data Management. Licensee may load and display Licensed Spatial Data on as many systems as needed, provided these systems are controlled by the Licensee. The Licensee may copy data only for use by Licensee.
3. Data Format and Transfer. Allegany County will distribute Spatial Data in a format maintained by Allegany County. Allegany County will transfer data to Licensee through a method available to both parties.
4. Price and Payment. Licensee will pay Allegany County a fee set forth in the GIS Office Fee Schedule, adopted by the Allegany County Commissioners August 10, 2007. The applicable fees are due within thirty days of receipt of receiving Spatial Data.
5. Permitted Uses.
 - 5.1 Licensee may use Spatial Data in its unaltered form and for analysis. Distribution of hard copies of Spatial Data is permitted.
 - 5.2 Digital graphic images and tabular data derived from Spatial Data may be used in publications, presentation, and for internal use provided that credit is given to Allegany County as the custodian of the data.
6. Prohibited Uses.
 - 6.1 Sale, distribution, loan, or offers for use of Spatial Data, in whole or in part is prohibited.
 - 6.2 The reproduction of hard copy products, as provided by Allegany County, with the intent to sell for a profit is prohibited.
7. Transfer of License. Licensee may not assign, sublicense, or transfer all or any part of Licensee's rights or obligations under this License Agreement, without written consent from Allegany County. Any attempt to transfer this License will terminate the Licensee's right to the possession or use of the Spatial Data.
8. Indemnification. Licensee agrees to indemnify Allegany County and hold Allegany County and all of its officials, agents, and employees harmless from and against any claim, suit, or proceeding arising out of Licensee's use of Licensed Spatial Data in accordance with this License Agreement.

9. Warranties and Liabilities. Licensee agrees that neither Allegany County nor the originator of the Spatial Data makes any warranty, expressed or implied as to the use, appropriateness, fitness, or marketability of the Licensed Spatial Data. In no event will Allegany County be liable for any lost profits, consequential damages, or claims against the Licensee by third parties.
By signing this agreement and accepting the Spatial Data, the Licensee acknowledges that the Licensee assumes all risks which may arise from the use of the Spatial Data.

10. Termination.

10.1 Causes for Termination. Allegany County has the right to terminate this License Agreement if a.) the Licensee attempts to assign its rights without the expressed prior written consent of Allegany County; b.) the Licensee delivers or attempts to deliver the data to another party without the written consent of Allegany County or; c.) if the Licensee otherwise breaches any provision set forth in this License Agreement.

10.2 Licensee's Obligation Upon Termination. Licensee shall fulfill its obligation to pay any fees outstanding. Licensee must erase and destroy all Spatial Data subject to this License Agreement.

11. Remedies. In the event of a breach or threatened breach of any provision of this License Agreement by the Licensee, Allegany County shall be entitled to preliminary and permanent injunctive relief to enforce the provisions here of, but nothing shall preclude Allegany County from pursuing any action or other remedy, including damages for any breach or threatened breach of this License Agreement, all of which shall be cumulative.

12. Additional Provisions.

12.1 Laws of the State of Maryland. This License Agreement shall be governed by the laws of the State of Maryland and the parties subject to the jurisdiction of the courts of the State of Maryland.

12.2 This License Agreement may not be amended, except in writing signed by the parties.

12.3 Waiver of any breach of the terms and conditions in the license agreement shall not be deemed to constitute a waiver of any other future breach.

13. Specific Modifications.

___ check here if specific modifications apply to this license agreement. The following specific modifications are expressly incorporated into the license agreement.

Name of modifying attachment:

Licensee

Licensor

Agency

Allegany County, Maryland

Name

Gregory B. Hildreth

Title

GIS Manager

Signature

Signature

Date

Date